

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF ALABAMA  
NORTHERN DIVISION**

<b>JENNIFER PIGGOTT, et al.,</b>	)	
	)	
	)	
<b>Plaintiffs,</b>	)	
	)	
	)	
<b>v.</b>	)	
	)	
	)	
<b>GRAY CONSTRUCTION, INC.,</b>	)	<b>Case No. 2:06-cv-01158-MEF-TFM</b>
	)	
	)	
<b>Defendant and</b>	)	
<b>Third Party Plaintiff,</b>	)	
	)	
	)	
<b>v.</b>	)	
	)	
	)	
<b>COOPER STEEL</b>	)	
<b>FABRICATORS, INC., et al.,</b>	)	
	)	
	)	
<b>Third Party Defendants.</b>	)	

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**FREELAND HARRIS CONSULTING ENGINEERS  
OF KENTUCKY, INC.'S ANSWER TO PLAINTIFFS'  
SECOND AMENDED COMPLAINT**

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COMES NOW Defendant/Third-Party Defendant Freeland Harris Consulting Engineers of Kentucky, Inc. (“Freeland Harris-Kentucky”) and, in response to the Second Amended Complaint of Plaintiffs Jennifer and Slade Piggott (“Plaintiffs”), states as follows:

1. Freeland Harris-Kentucky lacks knowledge or information sufficient to formulate a response to the averments of paragraph 1.
2. Freeland Harris-Kentucky lacks knowledge or information sufficient to formulate a response to the averments of paragraph 2.
3. Admitted.
4. Admitted.
5. Admitted.
6. Admitted.
7. Freeland Harris-Kentucky is a separate legal entity from Freeland Harris Consulting Engineers of Georgia, Inc. ("Freeland Harris-Georgia"). As such, Freeland Harris-Kentucky denies the averments of paragraph 7.

**STATEMENT OF JURISDICTION**

8. Denied as to Freeland Harris-Kentucky.

**STATEMENT OF THE FACTS**

9. Freeland Harris-Kentucky lacks knowledge or information sufficient to formulate a response to the averments of paragraph 9.
10. Freeland Harris-Kentucky lacks knowledge or information sufficient to formulate a response to the averments of paragraph 10.

11. In response to paragraph 11, Freeland Harris-Kentucky admits only that it entered into a Design Consulting Agreement with GNF Architects and Engineers, B.S.C. (“GNF”), and that it subsequently entered into a Subcontractor Agreement concerning the project with Freeland Harris-Georgia. Freeland Harris-Kentucky further states that these contracts speak for themselves, and denies the remaining averments of this paragraph.

12. Freeland Harris-Kentucky lacks knowledge or information sufficient to formulate a response to the averments of paragraph 12.

13. Freeland Harris-Kentucky lacks knowledge or information sufficient to formulate a response to the averments of paragraph 13.

14. Freeland Harris-Kentucky lacks knowledge or information sufficient to formulate a response to the averments of paragraph 14.

15. Freeland Harris-Kentucky lacks knowledge or information sufficient to formulate a response to the averments of paragraph 15.

16. Freeland Harris-Kentucky lacks knowledge or information sufficient to formulate a response to the averments of paragraph 16.

17. Freeland Harris-Kentucky lacks knowledge or information sufficient to formulate a response to the averments of paragraph 17.

18. Denied as to Freeland Harris-Kentucky.

19. Freeland Harris-Kentucky lacks knowledge or information sufficient to formulate a response to the averments of paragraph 19.

20. Freeland Harris-Kentucky lacks knowledge or information sufficient to formulate a response to the averments of paragraph 20.

21. Freeland Harris-Kentucky lacks knowledge or information sufficient to formulate a response to the averments of paragraph 21.

22. Freeland Harris-Kentucky lacks knowledge or information sufficient to formulate a response to the averments of paragraph 22.

**COUNT ONE**

23. - 27. The averments of paragraphs 23-27 do not appear to be directed at Freeland Harris-Kentucky and, therefore, no response is necessary. To the extent any averments of these paragraphs are directed at Freeland Harris-Kentucky, those averments are denied.

**COUNT TWO**

28. - 33. The averments of paragraphs 23-27 do not appear to be directed at Freeland Harris-Kentucky and, therefore, no response is necessary. To the extent any averments of these paragraphs are directed at Freeland Harris-Kentucky, those averments are denied.

**COUNT THREE**

34. - 39. The averments of paragraphs 34-39 do not appear to be directed at Freeland Harris-Kentucky and, therefore, no response is necessary. To the extent any averments of these paragraphs are directed at Freeland Harris-Kentucky, those averments are denied.

**COUNT FOUR**

40. - 46. The averments of paragraphs 40-46 do not appear to be directed at Freeland Harris-Kentucky and, therefore, no response is necessary. To the extent any averments of these paragraphs are directed at Freeland Harris-Kentucky, those averments are denied.

**COUNT FIVE**

47. - 50. The averments of paragraphs 47-50 do not appear to be directed at Freeland Harris-Kentucky and, therefore, no response is necessary. To the extent any averments of these paragraphs are directed at Freeland Harris-Kentucky, those averments are denied.

**COUNT SIX**

51. - 55. The averments of paragraphs 51-55 do not appear to be directed at Freeland Harris-Kentucky and, therefore, no response is necessary. To the extent

any averments of these paragraphs are directed at Freeland Harris-Kentucky, those averments are denied.

**COUNT SEVEN**

56. Freeland Harris-Kentucky realleges its responses to the previous averments as if fully set out herein.

57. Denied as to Freeland Harris-Kentucky.

58. Denied as to Freeland Harris-Kentucky.

59. Denied as to Freeland Harris-Kentucky.

60. Denied. Freeland Harris-Kentucky further denies that Plaintiffs are entitled to any relief sought in Count Seven.

**COUNT EIGHT**

61. Freeland Harris-Kentucky realleges its responses to the previous averments as if fully set out herein.

62. Denied as to Freeland Harris-Kentucky.

63. Denied as to Freeland Harris-Kentucky.

64. Denied as to Freeland Harris-Kentucky.

65. Denied as to Freeland Harris-Kentucky.

66. Denied. Freeland Harris-Kentucky further denies that Plaintiffs are entitled to any relief sought in Count Eight.

**COUNT NINE**

67. Freeland Harris-Kentucky realleges its responses to the previous averments as if fully set out herein.

68. Denied.

69. Denied. Freeland Harris-Kentucky further denies that Plaintiffs are entitled to any relief sought in Count Nine.

**COUNT TEN**

70. - 72. The averments of paragraphs 70-72 do not appear to be directed at Freeland Harris-Kentucky and, therefore, no response is necessary. To the extent any averments of these paragraphs are directed at Freeland Harris-Kentucky, those averments are denied.

Freeland Harris-Kentucky denies any averments of the Second Amended Complaint not expressly admitted herein, and further denies that Plaintiffs are entitled to any of the relief sought in the Second Amended Complaint.

**ADDITIONAL DEFENSES**

1. Freeland Harris-Kentucky generally denies the allegations of Plaintiffs' Second Amended Complaint and demands strict proof thereof.
2. Freeland Harris-Kentucky is not guilty.
3. Freeland Harris-Kentucky did not perform any activities related to the construction project made the basis of the claims and allegations of Plaintiffs.
4. Freeland Harris-Kentucky pleads lack of personal jurisdiction.
5. Freeland Harris-Kentucky pleads lack of subject matter jurisdiction.
6. Plaintiffs were contributorily negligent.
7. The negligence of other named parties or unnamed non-parties was the proximate cause of any alleged injury suffered by Plaintiffs.
8. The claims against Freeland Harris-Kentucky are barred by the applicable statutes of limitations.
9. Freeland Harris-Kentucky owed no duty to Plaintiffs out of which any claim against Freeland Harris-Kentucky might arise.
10. Plaintiffs failed to mitigate their damages.
11. Plaintiffs' Second Amended Complaint fails to state a claim upon which relief may be granted.

12. Plaintiffs' claims are barred by the intervening or superseding negligence of Plaintiffs, a Third-Party Defendant, or one or more unnamed non-parties.

13. Plaintiffs assumed the risk of damage and injury.

14. Plaintiffs' claims are barred by the doctrine of laches.

15. Plaintiffs' claims are barred by the doctrine of waiver.

16. Plaintiffs' claims are barred by the doctrine of ratification.

17. Plaintiffs' alleged damages were caused by an Act of God.

18. Plaintiffs are neither parties to, nor intended beneficiaries of, any contract relating to the construction project at issue in this lawsuit to which Freeland Harris-Kentucky is a party.

19. Plaintiffs' claims against Freeland Harris-Kentucky are barred or limited by contract.

20. Freeland Harris-Kentucky reserves the right to amend its Answer to include additional defenses as discovery progresses.

s/Charles K. Hamilton

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**CERTIFICATE OF SERVICE**

I hereby certify that on October 9, 2007, I electronically filed the foregoing **Freeland Harris Consulting Engineers of Kentucky, Inc.'s Answer to Plaintiffs' Second Amended Complaint** using the CM/ECF system which will send notification of such filing to the following:

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